



Meeting Date: 3/27/2012

ACTION	TYPE OF ITEM
<input type="checkbox"/> Approved Recommendation	<input checked="" type="checkbox"/> Info/Consent
<input type="checkbox"/> Ord. No(s). _____	<input type="checkbox"/> Report
<input type="checkbox"/> Res. No(s). _____	<input type="checkbox"/> Public Hearing (Info/consent)
<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____

Prepared By: Cynthia Daniels *CD* Agenda Item No. I-3  
 Reviewed By: City Manager *[Signature]* City Attorney *[Signature]* Finance *[Signature]* Other Winegar *[Signature]*

DATE: March 19, 2012

TO: City Council

FROM: Cynthia Daniels, Project Manager *Cynthia Daniels*  
Development Services Department

SUBJECT: **Sixth Amendment to Agreement with URS Energy & Construction Inc. (URS) for Engineering Services for the Rice Avenue/Santa Clara Avenue Interchange Improvement Project at U.S. Highway 101**

**RECOMMENDATION**

That City Council approve and authorize the Mayor to execute the sixth amendment to the agreement with URS to increase the amount by \$292,564 (a total of \$1,766,472) for engineering services for the Rice Avenue/Santa Clara Avenue interchange improvement project at U.S. Highway 101 (Agreement No. A-7240).

**DISCUSSION**

The City Council approved Agreement No. A-7240 on March 9, 2010, the first amendment on July 13, 2010, the second amendment on November 9, 2010, the third amendment on March 22, 2011, and the fifth amendment on December 6, 2011. The fourth amendment was approved by the City Manager on July 12, 2011. The sixth amendment provides for the final year of the construction support services for the interchange. URS provides engineering support services during construction, including but not limited to, responses to requests for information, review of shop drawings, preparation of change orders, and other miscellaneous engineering design services. URS has been notified the City intends to pursue a claim for reimbursement of its expenses for the errors and omissions related to the replacement of the City's 45-inch water line and other impacts. URS did not adequately account for the impact of the fill settlement over the city's existing 45-inch water line. The omission caused delays in the construction and extra expense while the water line replacement was designed and constructed.

**FINANCIAL IMPACT**

The cost of the agreement is increased by \$292,564 (19.85%) for a total of \$1,766,472. There are sufficient funds in "Highway 101 - Rice Interchange" Project No. 873114 to fund this request. The project is funded by federal and state grants, and several city sources.

CD

**SIXTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES FOR ENGINEERING SERVICES**

This Sixth Amendment ("Sixth Amendment") to the Agreement for Professional Services For Architectural, Landscape Architectural, Engineering, or Land Surveying Services ("Agreement") is made and entered into in the County of Ventura, State of California, this day of \_\_\_\_\_, 2012, by and between the City of Oxnard, a municipal corporation ("City"), and URS Energy & Construction, Inc. ("Consultant"). This Sixth Amendment amends the Agreement entered into on March 9, 2010, by City and Consultant. The Agreement was amended on July 13, 2010 by a First Amendment, on November 9, 2010 by a Second Amendment, on March 22, 2011 by a Third Amendment, on July 12, 2011 by a Fourth Amendment, and on December 6, 2011 by a Fifth Amendment.

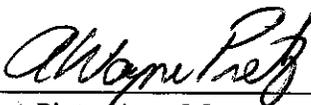
City and Consultant agree as follows:

1. In Section 1 of the Agreement, Exhibit A is supplemented by Exhibit A-5, attached hereto and incorporated herein by reference.
2. In Section 8 of the Agreement, Exhibit B is supplemented by Exhibit B-4, attached hereto and incorporated herein by reference.
3. In Section 14a of the Agreement, the figure "\$1,473,908" is deleted and replaced with the figure "\$1,766,472." In Section 14a of the Agreement, Exhibit C is supplemented by Exhibit C-5, attached hereto and incorporated herein by reference.
4. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

CONSULTANT

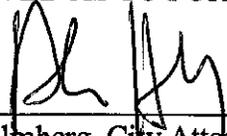
\_\_\_\_\_  
Dr. Thomas E. Holden, Mayor

  
\_\_\_\_\_  
A. Wayne Pietz, Area Manager

ATTEST:

\_\_\_\_\_  
Daniel Martinez, City Clerk

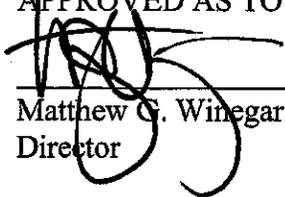
APPROVED AS TO FORM:

  
\_\_\_\_\_  
Alan Holmberg, City Attorney

APPROVED AS TO INSURANCE:

  
\_\_\_\_\_  
James Cameron, Risk Manager

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Matthew G. Winegar, Development Services  
Director

APPROVED AS TO AMOUNT:

  
\_\_\_\_\_  
Karen R. Burnham, Interim City Manager

# EXHIBIT A-5

## US-101/RICE AVENUE INTERCHANGE RECONSTRUCTION

### SCOPE OF SERVICES

#### ENGINEERING SUPPORT SERVICES DURING CONSTRUCTION

#### AMENDMENT NO. 6

January 6, 2012(rev. 3)

This amendment is to request the budget for the engineering support effort expected in year 2012. The budget is estimated using the assumption that similar effort is to be expended to support the project as has been up-to-date for the last twenty-two months of the project. This amendment recalculates the additional staff-hours projected to support the project for the twelve months in year 2012.

Consultant shall perform the following tasks:

#### SCOPE OF WORK

##### **5.1- Project Management (Extension of Task 1.1)**

The Consultant will provide day-to-day contact with the City Project Manager and Resident Engineer, direct design staff on assigned tasks, provide internal review of deliverables and correspondence, and prepare monthly progress reports and invoices. The Consultant will attend coordination meetings with the City, County, Caltrans and utility companies. The Consultant will coordinate project activities with sub-consultants and utility companies.

##### *Assumptions:*

The average time/hours for project manager and administration have been 22 hours/month and 3 hours/month respectively. Extended scope is estimated at 300 hours. (25 hours/month x 12 months = 300 hours)

##### **5.2 - Attending Construction meeting (Extension of Task 1.2)**

The Consultant will attend the weekly construction meeting, as directed by City or Resident Engineer, and provide coordination with the Irvine based design team. Attendance may be via teleconference or in person, as determined appropriate by City or Resident Engineer.

##### *Assumptions:*

The average time/hours for project manager and project engineer have been 24 hours/month and 12 hours/month respectively. This task is expected to take 5 hours/month for project manager for the remainder of the project. The remaining budget of this task as of December 2011 should support another month into year 2012. Extended scope is estimated at 55 hours. (5 hours/month x 11 months = 55 hours)

**Task 5.3– Review and Response to RFI (Extension of Task 1.3)**

The Consultant will review and respond to Requests for information (RFIs) from the contractor. Every RFI will be logged and the response will be checked before it is sent out to the contractor. The Consultant will also make site visits/field observation to assist and ensure the work in progress conforms to the site conditions.

*Assumptions:*

The average time/hours is estimated to be 40 hours per month for year 2012 on this task. Extended scope is estimated at 480 hours. (40 hours x 12 months = 480 hours) The consultant will provide an estimated response schedule within 24 hours when each RFI is received.

**Task 5.4– Assist in Preparation of Change Orders (Extension of Task 1.4)**

The Consultant will assist the City in reviewing Request for Change Order/Notice of Potential Claims from the contractor, and provide support in preparation of Change Orders, if directed by the City. The consultant will also provide necessary coordination/interaction with the contractor and Caltrans, as directed by the City.

*Assumptions:*

The average time/hours for this task are 19 hours/month. Remaining budget should support another 3 months of this task. Extended scope is estimated at another 171 hours. (19 hours x 9 months = 171 hours)

**Task 5.5 – Review of Contractor’s submittals (Extension of Task 1.5)**

The Consultant will review contractor’s submittals and shop drawings. The review of shop drawings will include working drawing submittals, contractor’s submittals, construction contractor’s proposed substitutions, and other submittals that are requested by the Resident Engineer.

*Assumptions:*

The average time/hours for this task are 19 hours/month. Remaining budget should support another 2 months of this task. Extended scope is estimated at another 190 hours. (19 hours x 10 month = 190 hours)

**Task 5.6 – Miscellaneous designs and studies directed by the City (Extension of Task 2.2)**

The Consultant will provide design/study services directed by the City. This task will include, but not limited to, the following services:

1. Attend work shops with CM team and Contractor.
2. Provide support to the CM team as directed.
3. Assist preparation of easement/legal descriptions.
4. Modify address map for the City.
5. Performing other future engineering tasks directed by the City.
6. Provide miscellaneous support after construction as directed by the City.

*Assumptions:*

The average time/hours for this task is 75 hours/month. It is expected the monthly staff-hours would be reduced to 24 hours/month for the remainder of the project. Remaining budget should support another month of this task. Extended scope is estimated at another 264 hours. (24 hours x 11 month = 264 hours)

**EXHIBIT B-4**

**SCHEDULE**

Tasks 5.1 thru 5.6: These tasks are expected to be continuous till the end of the project.

## EXHIBIT C-5

These services will be performed on a Time-and-Material Basis based on not-to-exceed amount as shown in Exhibit C-5. (See following pages for breakdowns of tasks and estimated fee).

<u>Sub-Consultants.</u>	<u>Accumulated Fee to Amendment 5</u>	<u>Change</u>	<u>Revised</u>
Kleinfelder	\$224,407	\$10,000	\$234,407
Katz, Okitsu & Associates	\$16,000	\$15,000	\$31,000
Lynn Capouya, Inc.	\$12,502	\$20,000	\$32,502
IDC, Inc.	\$44,956	None	\$44,956
<b>Total</b>	<b>\$297,865</b>	<b>\$45,000</b>	<b>\$342,865</b>

**ADDITIONAL SERVICES PURCHASE ORDER: #1**

**date:** Revised January 18, 2012

**to:** Mr. Shenping Chou, P.E.  
URS  
2020 East 1st Street, Suite 400  
Santa Ana, CA

**Project City of Oxnard - Rice Ave. at I-101 Interchange**

**LCI Project #** 5135.00 **By:** Gerry Ohta

**Re:** Modification to Landscape/Irrigation at Shell Station (off-site) and Auto Center Drive (North side) and Santa Clara Ave. (East side)

**LYNN CAPOUYA, INC., LANDSCAPE ARCHITECTS** will provide the following additional services beyond the contract scope pursuant to the terms of the original agreement.

<b>Description of Services:</b>	<b><u>HOURS</u></b>
1.01 Site Issues/Field Investigation and Review Site Information	8.00
1.02 Coordinate Site Plan Data	5.00
1.03 Prepare Planting Plan (1:500)	20.00
1.04 Prepare Irrigation Plan (1:500)	40.00
1.05 Prepare Irrigation Water Calculations	8.00
1.06 Prepare Statement of Probable Cost	6.00
1.07 In-House QA/QC Procedures	10.00
1.08 Submit CD Submittal for City Review	2.00
1.09 Revisions Per Client Comments	6.00
1.10 Design Team Coordination	4.00
1.11 Upload Construction Documents/Download Design Files	3.00
<b>TOTAL HOURS:</b>	<u>112.00</u>

**Authorized Per:**

Per email request Shenping Chou dated Jan. 13 & Jan. 17, 2012

**Requested Date of Completion:** TBD

<b>Estimated Cost of Additional Services:</b>	<b><u>\$12,306.00</u></b>
Principal in Charge	1 /hours @ \$196.00 \$196.00
Project Manager	6 /hours @ \$148.00 \$888.00
Landscape Architect	12 /hours @ \$133.00 \$1,596.00
Irrigation Designer	28 /hours @ \$117.00 \$3,276.00
Draftsperson 1	0 /hours @ \$100.00 \$0.00
Draftsperson 2	65 /hours @ \$90.00 \$5,850.00
Administrative Assistant	0 /hours @ \$63.00 \$0.00
	<u>112 TOTALS \$11,806.00</u>
	Reimbursable Expenses (allow) \$500.00

**Assumptions**

- 1.00 All work to be designed per City of Oxnard standards but included as a part of the Caltrans set of plans for Rice Interchange

- 2.00 Existing site elements including signage, landscape, irrigations system and points of connections, utilities to be field verified with City Maintenance staff.
- 3.00 Irrigation/Planting Details and technical specifications will be per the Caltrans Construction Documents for Rice Interchange Project
- 4.00 Any additional site topographic information including right of ways, utility easements, irrigation equipment locations, signage locations, site lighting will be provided by the Client.

Please execute and return this order to our office at your earliest convenience as receipt of the form and any revised documents will serve as required written authorization to proceed as required per our agreement.

Time of completion for the additional work will be 10 working days following receipt of the authorized purchase order and all data required to complete the work.

Respectfully submitted,

Lynn Capouya, President  
LYNN CAPOUYA, INC.  
A California Corporation

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Authorized by:

*Shirley Chou* *Project Manager*  
Name Title

1-18-2012

**ADDITIONAL SERVICES PURCHASE ORDER: #2**

**date:** January 17, 2012

**to:** Shenping Chou  
 URS  
 2020 East 1st Street, Suite 400  
 Santa Ana, CA 92705-4032

**re:** Interstate 101 at Rice Ave. Interchange - City of Oxnard, CA

**Subject:** Revise Construction Documents to delete Phoenix Palms and Substitute with Canopy Trees

**LCI Project #** 5135.00 **By:** Gerry Ohta

**LYNN CAPOUYA, INC., LANDSCAPE ARCHITECTS** will provide the following additional services beyond the contract scope pursuant to the terms of the original agreement.

<b>Description of Services:</b>	<b><u>HOURS</u></b>
1.01 Revise Plant List (Sheet LI-1)	3.00
1.02 Revise Planting Plans (Sheet PP-3 thru PP-5)	9.00
1.03 Revise Irrigation Plans (Sheet IP-3 thru IP-5)	12.00
1.04 Revise Irrigation Calculations	8.00
1.05 Update BEES Cost Estimate	6.00
1.06 QA/QC Procedures	6.00
1.07 Submit Revised PS&E for Client Review	2.00
1.08 Modify PS&E per Client Comments	5.00
1.09 Submit final revisions for issue	3.00
1.10 Project Management	2.00
<b>TOTAL HOURS:</b>	<b>56.00</b>

**Authorized Per:**

Per email by Shenping Chou dated Jan. 15, 2012 & Jan 17, 2012

**Requested Date of Completion:** TBD

**Estimated Cost of Additional Services:** \$6,181.00

Principal in Charge	1.00 /hours @	\$196.00	\$196.00
Project Manager	8.00 /hours @	\$148.00	\$1,184.00
Landscape Architect	7.00 /hours @	\$133.00	\$931.00
Irrigation Designer	11.00 /hours @	\$117.00	\$1,287.00
Draftsman 1	0.00 /hours @	\$100.00	\$0.00
Draftsman 2	28.00 /hours @	\$90.00	\$2,520.00
Admin. Assistant	1.00 /hours @	\$63.00	\$63.00
	<u>56.00</u> TOTALS		<u>\$6,181.00</u>
	Reimbursable Expenses (allow)		\$0.00

Please execute and return this order to our office at your earliest convenience as receipt of the form and any revised documents will serve as required written authorization to proceed as required per our agreement.

Time of completion for the additional work will be 5 working days following receipt of the authorized purchase order and all data required to complete the work.

Respectfully submitted,

Authorized by:

Lynn Capouya, President  
LYNN CAPOUYA, INC.  
A California Corporation

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Shengjun Chen, Project Manager 1-18-201  
Name, Title Date

# EXHIBIT C-5

**COST PROPOSAL**  
**US-101/RICE AVENUE INTERCHANGE RECONSTRUCTION**  
**ENGINEERING SERVICES DURING CONSTRUCTION**  
 URS Energy & Construction  
 1/6/2011 (rev. 3)

**I. DIRECT SALARY COSTS**

Personnel Category	Rates	Hours	Subtotal
Project Manager	\$86.07	501	\$43,121
Senior Engineer	\$68.19	156	\$10,638
Engineer/Designer	\$44.36	395	\$17,522
Professional III	\$67.32	178	\$11,983
Senior Engineer	\$29.12		
Senior Project Engineer	\$53.20		
Admin	\$30.28	4	\$121
Drafter/Technician	\$28.80	184	\$5,299
Project Control	\$31.88	42	\$1,339
Subtotal		1,460	\$90,023

(1)

**II. INDIRECT RATE**

INDIRECT RATE 150.00% x \$ 90,023 =Subtotal \$ 135,035  
 Subtotal

Subtotal \$ \$135,035 (2)

**III. FIXED FEE**

10% x \$ 225,058 =Subtotal \$ \$22,506 (3)  
 Total (1)+(2)

**IV. OTHER DIRECT COSTS**

Item	Amount
Travel (Mileage)	
Reproduction	
Mail	

Subtotal \$ \_\_\_\_\_ (4)

**V. SUBCONTRACTOR'S COSTS**

Kleinfelder West \$10,000.00  
 Katz, Okitsu & Associates, Inc. (Traffic & Electrical) \$15,000.00  
 Lynn Capouya, Inc. (Landscaping) \$20,000.00  
 IDC, Inc

Subtotal \$ \$45,000 (5)

ATTACHMENT 1  
 PAGE 1 OF 12

**VI. TOTAL AMOUNT**

Previous Budget(Original + Amend. 1 thru 5) = \$1,473,908  
**Amendment 6 = \$292,564** (Total 1-5)  
 Total Contract Budget= \$1,766,472



